

# Additional License Authorizations

For EVA software product

Version 1.1

This Additional License Authorizations document (“**ALA**”) sets forth the applicable License Options and additional licensing terms that govern the authorized use of Rocket software products set forth below (the “**Products**”).

This ALA is an integral part of any applicable Order Form by and between Rocket and its End User Customers that include one or more of the Products, together with the underlying master agreement or end user license agreement mentioned on the Order Form (collectively the “**Agreement**”). In the event of inconsistencies or conflicts between any of these documents, unless otherwise specified in this ALA, the following order of precedence shall apply: (1) the relevant Order Form, (2) this ALA and (3) the underlying master agreement or end user license agreement.

The ALA applies upon End User Customer’s acceptance of the applicable Quote, which may occur through execution, issuance of a corresponding Purchase Order, use of the Product, or payment of fees.

## Products covered

EVA

## Definitions

Capitalized terms in this ALA that are used but not defined herein shall have the meanings as set forth in the Order Form, the underlying master agreement or end user license agreement (as applicable) or the respective meanings set forth below.

Term	Definition
<b>AI</b>	Means artificial intelligence-based systems or functionality, including but not limited to GenAI, Agentic AI or any other similar artificial intelligence functionality to perform autonomous or semi-autonomous actions.
<b>Agentic AI</b>	Means any AI functionality that is capable of performing autonomous or semi-autonomous actions, including the ability to execute tasks, make decisions, interact with external systems, or take actions on behalf of or at the direction of End User Customer without requiring real-time human approval for each individual step.
<b>AI Input</b>	Means all data, content, materials, prompts, and information input or imported to the Product AI by or on behalf of End User Customer, including, without limitation and regardless the format, an audio file, video file, document, code, data and metrics from SMF, RMF, z/OS and anomaly data, traces, logs, image, text, numbers, natural language queries, or a combination of the foregoing and including any complex core system data which is used by the Products.
<b>AI Output</b>	Means any data, content, materials and information generated, produced or otherwise output by the Product AI based on AI Input, including, without limitation, numbers, text, text effects, image, vector graphic, audio file, texture,

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video file, data, or code, but excludes any AI Input or rights in AI Input. AI Output does not include any references to or summaries of Product documentation.

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**EVA**

Means the Rocket EVA platform Product, consisting of (i) the EVA Core and (ii) EVA View, which connects through customer-configured MCP servers, to customer-approved tools and data sources (including Customer EVA Databases, defined below).

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**EVA Core**

Means the functional core of EVA that performs reasoning and actions, and which consists of: (i) the EVA MCP Server, (ii) the EVA MCP Client, and (iii) the EVA Configuration Console.

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**EVA View**

Means the EVA chat-based user interface through which End User Customers interact with EVA, using AI models and external tools that have been selected and configured by the End User Customer through the EVA Configuration Console.

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**EVA Configuration Console or “EVA Gateway”**

Means the administrative portal through which the End User Customer configures EVA, including designating which MCP servers are available for use, selecting which AI models are enabled, and determining which external tools or services EVA may access.

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**EVA MCP Client**

Means a component of the EVA Core that sends requests from EVA to customer-configured MCP servers and receives responses for use by EVA. The EVA MCP Client operates based on customer-defined configurations established through the EVA Gateway and does not control which external tools or data sources are made available to EVA.

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**EVA MCP Server**

Means a customer- or third-party-operated access point that receives requests from EVA and, subject to customer-defined rules and permissions, retrieves information from or performs actions in approved external tools or systems and returns the results to EVA. The EVA MCP Server is not operated or controlled by Rocket and serves as the customer-controlled interface through which EVA may interact with such external systems.

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**End User Customer EVA Databases**

Means databases that reside on infrastructure controlled by the End User Customer, whether on the End User Customer’s own premises or on cloud infrastructure purchased and controlled by the End User Customer. Access to End User Customer EVA Databases, if any, is configured and managed by the End User Customer through customer-operated MCP servers. End User Customer EVA Databases are not operated, controlled, or accessed by Rocket.

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**EU AI Act**

Means Regulation (EU) 2024/1689, as amended.

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<b>GenAI</b>	Also commonly referred to as generative AI, means any AI functionality that is capable of generating text, images, code, audio, video, or other content in response to user inputs or prompts, including AI models, image generation models, and similar technologies and excludes artificial intelligence that is solely predictive, classificatory, or analytical in nature.
<b>MCP</b>	Means Model Context Protocol, which is an open protocol or architecture that manages what information and tools an AI model can access via standardized interfaces.
<b>Order Form</b>	Means a document pursuant to which End User Customer transacts to acquire Licenses to Products and/or Services from Rocket, either directly or indirectly via a reseller or other partner of Rocket, and which specifies the prices, fees and any applicable Unit of Measure and other special terms which further define End User Customer's License entitlements.
<b>Permitted Use</b>	Means the processing, use, copying, transmission, aggregation, modelling, indexing, storing, and displaying of AI Input and AI Output (i) to provide the Products and/or Services, (ii) to train, operate, validate, support, update, maintain, secure, develop, improve, modify, and provide Products and/or Services, including Product AI, and (iii) to develop and perform data analysis, machine learning algorithms, or other insight generation.
<b>Product AI</b>	Means any GenAI and/or Agentic AI systems incorporated into the Products by Rocket Software ("Rocket AI Components"), and, where applicable, any AI models or systems separately procured, selected, or configured by the End User Customer for use with the Products ("Customer-Selected AI"). References to Product AI in this ALA include both Rocket AI Components and Customer-Selected AI unless otherwise specified.
<b>UOM</b>	Means "Unit of Measure" and is the basis for how certain mainframe Products are licensed. A UOM may be by named user, concurrent user, MIPS (Millions of Instructions per Second), MSU (Millions of Service Units per Hour) or other such restrictions on the use of licensed Products.
<b>Use or utilization of a Product</b>	Means (i) downloading, installing, or copying—including, without limitation, by replication—any portion of the Product—including, without limitation, updates, patches, fixes, etc.—onto any computer, storage media, or electronic device (ii) creating, processing, or modifying any form of code, data, information, or workload with the Product, (iii) accessing the Product in any way even if indirectly or remotely through another application, interface, portal, or any other technology, (iv) obtaining from Rocket or applying License keys for the Product, (v) accessing Rocket Support Services related to the Product, or (vi) managing or maintaining the Product on the designated equipment.

## License Options

The only License Option available for the Products governed by this ALA is a Subscription License (unless set forth otherwise in an Order Form). The definitions below shall apply by default to the relevant License Option(s), whether or not such definitions are included in an Order Form, subject to deviating definitions that are expressly agreed in writing between Rocket and End User Customer.

### **Correlation with Underlying Product**

The Product is licensed solely as an adjunct to, and not on a standalone basis independent of, the applicable underlying Rocket product(s) ("**Underlying Product**"), whether deployed in a mainframe or non-mainframe environment. End-User Customer's right to install and use the Product is conditioned at all times on End-User Customer maintaining valid and sufficient licenses for the associated Underlying Product.

Unless otherwise agreed in writing between the Licensor and Licensee, the right to install the Product and the corresponding UOM shall be as set forth in the applicable agreement or Order Form.

### **Subscription License**

A "**Subscription License**" is a License whose term is set for a specific period of time as set forth on an Order Form ("**Subscription Period**"). Once the Subscription Period expires, End User Customer has no further rights to use the Products. Subscription Licenses include Support Services as part of the Subscription License fee.

## Additional License Options

The following additional License Options may also apply to one of the License Options above if set forth on an Order Form:

### **Third party access licensing:**

If End User Customer is purchasing third party access licensing, the following shall apply:

End User Customer shall not authorize access of the Products to third parties unless End User Customer has obtained the right to do so in an Order Form.

The third party(ies) for which End User Customer is purchasing third party access licensing, and which are named on an Order Form (including, without limitation, to technology partners, contractors or other entities requiring access to the Products, collectively the "**Third Party(ies)**"), may access and use the Products for the sole benefit of End User Customer and must otherwise comply with the Agreement between Rocket and End User Customer.

Third party access licensing is subject to the payment of the applicable fees in the Order Form and the following requirements: (i) the combined utilization of the Products by End User Customer and Third Party(ies) does not exceed the License quantity limits set forth in the Order Form; (ii) while the Third Party(ies)' employees may remotely access the Products, the Products may only be installed on the designated equipment at the designated installation location(s) and are subject to all License restrictions applicable to the Products; (iii) End User Customer assumes exclusive and full responsibility for the Third Party(ies)' compliance with the terms of the Agreement; and (iv) End User Customer must have a written agreement with the Third Party(ies) that includes confidentiality protections at least as restrictive as those found in the Agreement. End User Customer agrees to indemnify and hold Rocket harmless from any and all claims, liabilities, damages, costs, expenses, including, without limitation, to reasonable attorney fees, arising out of or related to the Third Party(ies)' use of the Products. Changes to the list of the authorized Third Party(ies) may not be made except by a mutually agreed, written amendment to the Order Form executed by both End User Customer and Rocket.

## Additional License Terms

The following additional License terms shall apply to the Products governed by this ALA, depending on whether they are mainframe or non-mainframe Products:

### License Measurement and Compliance

#### Measurement of Entitlements

##### (a) General Principle

Unless expressly stated otherwise in the applicable Agreement or Order Form, the quantity and scope of End-User Customer's authorized use of the Product are directly linked to, derived from, and may not exceed the corresponding licensed entitlements of the Underlying Product.

##### (b) Mainframe Environments

For Underlying Products licensed for mainframe environments, entitlements to the Product shall be measured using the same or a proportionally equivalent capacity metric applicable to the Underlying Product (e.g., MSUs, MIPS, LPAR capacity, or other approved mainframe usage metrics). Any increase in mainframe capacity or consumption attributable to the Underlying Product shall be deemed to proportionally increase the use of the Product.

##### (c) Non-Mainframe Environments

For Underlying Products licensed for distributed or non-mainframe environments, entitlements to the

Product shall be measured using the same or a proportionally equivalent metric applicable to the Underlying Product (e.g., number of users, cores, virtual machines, instances, processors, or other applicable UOM). Use of the Product may not exceed the corresponding entitlement level of the Underlying Product.

### **Excess Use and True-Up**

(a) If End-User Customer's use of the Underlying Product exceeds the licensed entitlements (including capacity, users, or other applicable metrics), such excess use shall automatically be deemed to extend to the Product on a corresponding basis.

(b) End-User Customer shall promptly procure additional licenses and pay all applicable fees for both the Underlying Product and the Product reflecting such excess use, calculated in accordance with the pricing and metrics applicable to each product.

(c) For clarity, any true-up, over-deployment, or retroactive licensing adjustment relating to the Underlying Product shall also apply, mutatis mutandis, to the Product.

### **Compliance Verification and Impact**

(a) End-User Customer acknowledges that any license verification, audit, or compliance review conducted with respect to the Underlying Product may also assess End-User Customer's use of the Product.

(b) Any findings of non-compliance with respect to the Underlying Product (including excess capacity, unlicensed environments, or under-reported metrics) shall be deemed to directly affect the corresponding licensing position of the Product.

(c) As a result, any fees, penalties (to the extent permitted), or remedial licensing obligations arising from such non-compliance shall include corresponding fees and adjustments for the Product.

## **Product Specific AI Implementation**

EVA is Rocket's configurable, AI-enabled platform that enables End User Customers to interact with and orchestrate customer-selected AI models, tools, systems, and data sources in accordance with End User Customer-defined configurations.

EVA may incorporate GenAI and/or Agentic AI capabilities depending on End User Customer configuration. EVA does not independently select, train, fine-tune, or control AI models, tools, or data sources; all such selections, permissions, and functionality (including whether EVA operates in a read-only or action-capable

mode) are determined by End User Customer through the EVA Configuration Console/EVA Gateway. EVA interacts with external systems exclusively through customer-designated EVA MCP Servers and does not access End User Customer EVA Databases directly. Any Agentic AI actions occur solely as enabled by End User Customer and within customer-authorized systems using customer-defined permissions.

## Other Terms

### General Use of AI

End User Customer acknowledges that the availability, scope, and functionality of Product AI may vary by Product and configuration.

End User Customer shall protect any personal or confidential information generated or used by Product AI in accordance with its data protection policies and applicable laws and shall not use Product AI to generate or process sensitive data, including health records, financial data, or personally identifiable information, without proper authorization and security measures in place.

For Products that feature AI (such as EVA), information regarding the use of GenAI and/or Agentic AI is generally provided through this ALA, product documentation, or materials made available in connection with the Product. For Products that historically did not include GenAI and/or Agentic AI, such information may be reflected in updated documentation or other Product materials when GenAI and/or Agentic AI functionality is incorporated; End User Customer acknowledges that the use of such functionality is optional and that certain Product features or capabilities may be unavailable if such functionality is not used.

End User Customer shall maintain reasonable logs of actions taken by Product AI sufficient to enable investigation of any incidents to the extent technically feasible within its environment.

Where the Product interacts with third-party systems, End User Customer is solely responsible for obtaining all necessary authorizations and permissions to use and integrate (as applicable) such third-party systems and ensuring compliance with applicable third-party terms, and, when selecting an AI model, for selecting, configuring and managing that AI model and any associated risks as well as for any AI Input that End User Customer provides. Rocket disclaims all liability for the performance or AI Output of such third-party systems. End User Customer agrees to indemnify and hold Rocket harmless from any and all claims, liabilities, damages, costs, expenses, including, without limitation, to reasonable attorney fees, arising out of such interactions with third-party systems.

### Using GenAI

References to Product AI in this section shall mean any GenAI forming part of the Rocket AI Components only and not Customer-Selected AI.

*General Use.* End User Customer agrees it will use and interact with any Product AI and AI Output responsibly and in compliance with applicable law and the licensing terms and usage conditions set forth herein. Without

limiting the foregoing, and for clarity, End User Customer shall not use or allow Product AI or AI Output to be used:

- for abusive or illegal content (including, without limitation, text, images, video, audio, or code) or data, or content or data that is false, misleading, disparaging, or violates the rights of others;
- for legal, medical, financial, or other kinds of professional advice, including, without limitation, any opinions, judgments, or recommendations;
- for any use that constitutes a prohibited AI practice under Article 5 of the EU AI Act or is otherwise prohibited under any other applicable laws;
- for any use that constitutes deployment of a high-risk AI system as defined in Article 6 and Annex III of the EU AI Act, unless End User Customer has implemented all applicable compliance measures required under the EU AI Act;
- in a way that attempts to discover any underlying components of the models, algorithms, and systems that comprise the GenAI, or otherwise create AI, machine learning, or large language model tools or models, or any other tools or models, that compete with any Products or Services;
- in a way that impersonates another for deceptive purposes or conceals the fact a user is interacting with AI;
- for any use that is any dangerous, harmful, illegal, discriminatory or malicious; or
- to make automated decisions that have material legal, financial, employment, healthcare, housing, insurance, social welfare, or other consequences affecting individual rights or well-being, or that involve critical processes or the risk of loss of life or property, without appropriate human oversight and intervention.

### **Using Agentic AI**

*General Use.* The restrictions applicable to GenAI shall apply equally to Agentic AI. In addition, End User Customer shall not use or allow Agentic AI to be used:

- to send external communications (including emails, messages, or other correspondence) to third parties without clear disclosure that such communications were generated or sent by AI;
- to make, authorize, or commit to contractual obligations without appropriate human review and approval;
- to modify, disable, or circumvent access controls, security settings, authentication mechanisms, or other protective measures in any system;
- to take any action that cannot reasonably be reversed, undone, or remediated;
- to access, interact with, or take actions in third-party systems or platforms without End User Customer having obtained all necessary authorizations and permissions from the relevant third parties; or
- to make decisions that have material legal, financial, employment, or welfare-related consequences for individuals without meaningful human oversight and intervention.

*Human Oversight.* End User Customer shall implement and maintain human oversight mechanisms

appropriate to the risk profile of the actions being performed by Agentic AI, including defined boundaries for permitted autonomous actions, approval workflows for actions exceeding materiality or risk thresholds, and the ability to intervene in or halt operations at any time. End User Customer is solely responsible for determining whether and how Agentic AI is used and for implementing appropriate oversight for its use cases.

### **Warranties; Disclaimer; Configuration and Customer Control**

AI Output and the operation of Product AI depend on configurations, data sources and core systems, licensed Products, AI models, and settings selected or enabled by the End User Customer.

To the maximum extent permitted by applicable law, Rocket disclaims all warranties, representations, and liabilities with respect to Product AI and any AI Output, whether express or implied, including any express or implied warranties of accuracy, completeness, reliability, non-infringement, non-violation of third party rights, fitness for a particular purpose, compliance with law, or suitability for regulatory or decision-making use.

Notwithstanding anything to the contrary in the Agreement and for the avoidance of doubt, Rocket has no indemnification obligation and no liability arising from (a) any AI model, or third-party AI selected, integrated, configured, or enabled by the End User Customer, or (b) any Agentic AI functionality enabled, configured, or authorized by the End User Customer.

End User Customer acknowledges that AI Output may be inaccurate, misleading, incomplete, biased, or include third-party content, and agrees not to rely on AI Output as a sole source of truth, factual information or as a substitute for professional, legal, medical, financial, or other advice; where appropriate based on the use case, AI Output must be subject to human review for evaluation for accuracy and appropriateness prior to use.

End User Customer retains sole control over whether access to tools, systems, resources, or data is enabled through Product AI where such access is configurable by End User Customer, including whether such access is limited to read-only operations or permits action-capable functionality, and is solely responsible for configuring such permissions in accordance with its security, operational, and compliance requirements. Where Rocket provides a Product with pre-configured AI models, embedded small language models, or fixed configurations, End User Customer is solely responsible for evaluating whether such configurations are appropriate for its environment and use case prior to deployment and use. In all cases - whether Product AI is customer-configured, Rocket-configured, or a combination - End User Customer is solely responsible for its deployment, use, and oversight of Product AI, including all associated risks, compliance obligations, outputs, and consequences. Where End User Customer additionally selects or integrates third-party AI or supplies its own AI models for use with the Products, End User Customer is solely responsible for all associated risks,

fees, compliance obligations, outputs, and consequences, including determining whether such use constitutes a high-risk or regulated use under the EU AI Act or any other applicable AI-specific laws or regulations, and for implementing all required compliance measures. Products may access or act only upon systems and data that are explicitly exposed and authorized by the End User Customer. Rocket does not operate, administer, or control any customer systems, third-party systems, or external tools used in connection with Product AI, and has no responsibility or liability for the configuration, availability, behavior, outputs, or consequences of any actions taken within such systems. Product AI outputs, including analyses, recommendations, and suggested actions, are provided for informational and advisory purposes only and do not constitute automated decision-making or autonomous system control unless expressly enabled by the End User Customer.

### **Inputs and Outputs; Permitted Use**

*AI Input.* End User Customer warrants, represents and covenants that it has all rights and permissions necessary to provide AI Input and is solely responsible for such AI Input and its compliance with applicable law, the End User Customer's contractual obligations and this ALA. Rocket may block AI Input that it reasonably believes violates this ALA. As between End User Customer and Rocket, End User Customer retains ownership of AI Input (excluding any Rocket-owned data or intellectual property incorporated therein) and hereby grants Rocket a worldwide, perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully paid license to use AI Input for the Permitted Use. This license shall survive termination or expiration of the Agreement solely with respect to AI Input transmitted or made accessible to Rocket prior to termination or expiration.

*AI Output.* As between End User Customer and Rocket, End User Customer owns AI Output, except to the extent such AI Output incorporates or reflects Rocket-owned data, software, documentation, or intellectual property, which remain the exclusive property of Rocket. End User Customer is solely responsible for its use of AI Output, including verifying accuracy and fitness for purpose and ensuring compliance with applicable law. End User Customer hereby grants Rocket a worldwide, perpetual, irrevocable, non-exclusive, transferable, royalty-free, fully paid license to use AI Output for the Permitted Use.

*Permitted Use.* In connection with End User Customer's use of the Products and Services, Rocket processes technical, diagnostic, and operational information, support interactions, and any feedback, suggestions, or ideas provided by End User Customer or its End Users ("Operational Data"). Operational Data includes information about how the Products and Services operate and perform and does not identify End User Customer or its End Users.

The End User Customer acknowledges and agrees that Rocket may use Operational Data, including in aggregated and anonymized form, to operate, support, maintain, secure, and improve the Products and Services; to support End User Customer and Rocket's other customers; to verify license and subscription compliance; and to develop, train, validate, and improve Rocket's models, systems, and services, including through the use of automation, machine learning, and AI.

## Support Services

### **Rocket Software Support Handbook:**

Rocket will provide the Support Services (sometimes also referred to as "maintenance") purchased by End User Customer or included in a Subscription License, according to Rocket's current standard policies and procedures included in the Rocket Software Support Handbook, as revised from time to time and located at this link:

<https://www.rocketsoftware.com/company/trust/agreements>

### **Central Support Services Location:**

Should End User Customer purchase Licenses for multiple designated locations in an Order Form, all Support Services, including, without limitation, changes, updates, new releases and modifications, shall be provided by Rocket to End User Customer only in reference to End User Customer's Central Support Services Location mentioned in the Order Form. This location will be responsible for overseeing the receipt of the Products, Support Services requests, documentation, distribution, etc. of the Products for all licensed locations. For the avoidance of doubt, End User Customer's employees may contact Rocket from any of the licensed locations, provided they reference the End User Customer's Central Support Services Location.

## Reference

Rocket may ask End User Customer to serve as a reference for the Products at times and conditions to be mutually agreed upon. Such references may, as mutually agreed upon, include activities such as (i) reference calls with or hosting of a site visit with mutually acceptable prospects; (ii) a published "news release" announcing the successful partnership with Rocket no later than 60 days from the effective date of the Order Form; (iii) mention of End User Customer or End User Customer's logo on Rocket's website; (iv) the completion of a "case study"; or (v) sharing End User Customer's "success story" which may include speaking at Rocket events. Both parties will agree to the content and timing of any announcement focused on their relationship prior to distribution.

<https://www.rocketsoftware.com/company/trust/agreements>

Latest version of software licensing documents

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